

100V 3283

AUG 02 2018

JS 44 Reverse (Rev. 06/17)

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a) Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation -- Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation -- Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description. Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**18****3283****DESIGNATION FORM***(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*Address of Plaintiff: Gregg Boyden, 41 Heather Lane, Belle Mead, NJ 08502Address of Defendant: HLS II, LLC, 31 North Providence Road, Richmond, VA 23235 and Alice Cummings, 113 W Washington Street, Middleburg, VA 20117Place of Accident, Incident or Transaction: Pennsylvania**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is **not** related to any case now pending or within one year previously terminated action in this court except as noted above.DATE 08/02/2018John W. Boyden  
Attorney-at-Law / Pro Se Plaintiff52927

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)****A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FEHA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify) \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify) \_\_\_\_\_
- ☐ 7. Products Liability
- ☒ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify) \_\_\_\_\_

**ARBITRATION CERTIFICATION***(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE \_\_\_\_\_

John W. Boyden  
Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38

**AUG 02 2018**



**TJS**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

GREGG BOYDEN

v.

HLS II, LLC and ALICE CUMMINGS

CIVIL ACTION

18 3283  
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

<u>8/1/18</u>	<u>Dean Wersig</u>	<u>Attorney for Plaintiff</u>
Date	Attorney-at-law	
<u>215-979-7602</u>	<u>215-599-0322</u>	<u>dean@wersigolaw.com</u>
Telephone	FAX Number	E-Mail Address

AUG 02 2018

**Civil Justice Expense and Delay Reduction Plan  
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS  
(See §1.02 (e) Management Track Definitions of the  
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

TJS

8406

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GREGG BOYDEN  
41 Heather Lane  
Belle Mead, NJ 08502

v.

HLS II, LLC  
31 North Providence Road  
Richmond, VA 23235

and

ALICE CUMMINGS  
113 W. Washington Street  
Middleburg, VA 20117

CIVIL ACTION

NO.

18

3283

**CIVIL ACTION COMPLAINT**

Plaintiff, Gregg Boyden ("Boyden"), by and through his counsel, hereby complains against defendants HLS II, LLC and Alice Cummings ("Defendants") as follows:

**The Parties**

1. Plaintiff, Gregg Boyden is a citizen of the State of New Jersey with an address of 41 Heather Lane, Belle Mead, NJ 08502.
2. Defendant, HLS II, LLC is a Virginia limited liability company with a principal place of business at 31 North Providence Road, Richmond, VA 23235.
3. Defendant, Alice Cummings is a citizen of the Commonwealth of Virginia who resides at 113 W. Washington Street, Middleburg, VA 20117.

**Jurisdiction and Venue**

4. Jurisdiction in this court is appropriate pursuant to 28 U.S.C. Section 1332 because the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and the matter in controversy is between citizens of different states.

5. Venue is appropriate in this District because the payment under the subject note is due in Philadelphia, Pennsylvania, and the real property associated with the note is located in Philadelphia, Pennsylvania.

**Count I - Breach Of Contract**

6. Plaintiff hereby incorporates paragraphs 1 through 5 above as though set forth more fully herein at length.

7. On December 14, 2017, Defendants executed a Promissory Note with a maturity date of December 28, 2017 in favor of Plaintiff Gregg Boyden in the amount of \$100,000.00. A true and correct copy of said Promissory Note is attached hereto, incorporated herein, and marked as Exhibit "A".

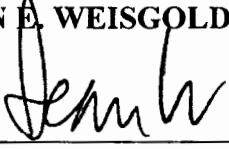
8. On June 8, 2018, demand was made upon Defendants to pay the Promissory Note in full. See June 8, 2018 letter, attached hereto, incorporated herein, and marked as Exhibit "B".

9. The Promissory Note states that if Defendants default in making payment by the maturity date of December 28, 2017, they are liable for all reasonable legal fees and costs to the extent permitted by law.

10. To date, Defendants have failed to make any payments towards the Promissory Note.

WHEREFORE, judgment in the amount of \$100,000.00, plus interest from December 28, 2017 of 6%, and reasonable counsel fees and costs, is demanded against Defendants HLS II, LLC and Alice Cummings, jointly and severally.

DEAN E. WEISGOLD, P.C.

By:   
\_\_\_\_\_  
Dean E. Weisgold, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I hereby state that the facts contained in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief.

I understand that the statements made therein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
GREGG BOYDEN

Dated: 7/26/18



## **EXHIBIT “A”**

•

•

•

•

•

•

**Promissory Note**

**Date:** \_\_December 14th\_\_\_\_\_, 2017

**Borrower:** \_\_HLSII, LLC -Alice Cummings\_\_

**Borrower's Mailing Address:**

\_\_31 N. Providence Road, Richmond VA 23235\_\_\_\_\_

**Lender:** \_\_Gregg Boyden\_\_\_\_\_

**Place for Payment:**

\_\_\_\_First American Title, Philadelphia, PA \_\_\_\_\_  
or any other place that Lender may designate in writing.

**Principal Amount:** \$ \_100,000\_\_

**Maturity Date:** \_\_December 28<sup>th</sup>, 2017\_\_\_\_\_

**Terms of Payment:**

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of \_\_Gregg Boyden\_\_\_\_\_, the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00), together with interest of \_\_0\_\_% per annum. The term of the loan shall be 2 weeks, and shall not extend past 30 days.

Borrowers agree to pay in conformity with these terms:

Number of Payments: \_\_1\_\_\_\_\_

Date of first payment: \_\_December 14th, 2017\_\_\_\_\_

Maturity Date: \_\_December 28th, 2017\_\_\_\_\_

Amount of Payment: \_\_\$100,000\_\_\_\_\_

The purpose of this loan is for earnest money, to be held by attorneys in escrow. The balance shall be paid in full at maturity.

Upon default in making payment by the Maturity Date as referenced above, and providing this note is turned over for collection, the undersigned agree to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced in accordance with the laws of the State of Virginia. All parties to this note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note.

**Security for Payment:**

Borrower promises to pay to the order of Lender the Principal Amount at the maturity Date. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date.

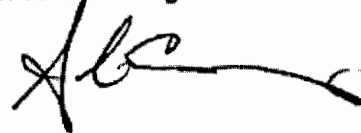
If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default prior to the maturity date, before exercising any of Lender's remedies under this note, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note.

**Prepayment:** Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

\_\_HLSII, LLC\_\_(entity)

Alice Cummings



By: \_\_Alice Cummings\_\_

Its: \_\_Vice President, HLSII, LLC\_\_

By: \_\_Gregg Boyden, Lender\_\_



**EXHIBIT “B”**



**Mr. Gregg S. Boyden**  
**41 Heather Lane**  
**Belle Mead, NJ 08502**  
**(732) 267-8037**  
**greggboyden@comcast.net**

June 8, 2018

**SENT VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

HLS II, LLC  
31 N. Providence Road  
Richmond, VA 23235  
Attention: Orlandus A. Branch, Jr., President

**RE: Short Term Loan to HLS II, LLC**  
**Date of Loan: December 14, 2017**

Dear Mr. Branch:

This letter shall serve as notice demanding payment in full of the loan I made to HLS II, LLC ("HLS") on December 14, 2017 in the amount of One Hundred Thousand (\$100,000.00) Dollars. A copy of the Promissory Note evidencing the loan is enclosed with this letter. As you know, the loan proceeds were used by HLS to pay the deposit required under the Real Estate Purchase and Sale Agreement regarding its purchase of the real properties commonly known as 3608-12 Spring Garden Street, 4027 Baring Street and 4012-30 Baring Street, Philadelphia, PA.

The Promissory Note has a maturity date of December 28, 2017. Until now, I have been patient in allowing HLS time to recover the deposit funds from the Seller. I cannot wait any longer. Therefore, if I do not receive payment in full on or before 5:00 p.m. on June 21, 2018, I will have no choice but to initiate formal legal proceedings to collect all amounts due me.


I look forward to the receipt of all amounts due me by June 21, 2018. Thank you for your anticipated cooperation concerning this matter.

Regards,

---

Gregg Boyden

Cc: Alice Cummings (with enclosures)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Alice Cummings</i></p>	
<p>1. Article Addressed to:</p> <p>P.O. Box 1665 113 W. Washington St. Middleburg, Va 20117 Alice Cummings</p>  <p>9590 9402 3305 7196 5863 64</p>		<p>B. Received by (Printed Name) <i>Alice Cummings</i> C. Date of Delivery <i>6/13/18</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 0190 0000 7632 1277</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-8053 (Short Term Contract 2417) Domestic Return Receipt</p>			